IMPERIAL FIELD SERVICES LLC

_____

_____

_____

PAYMENT TERMS

Vendors are paid bi-weekly, within 12 to 14 days after completion and approval of the work order, and payments are released every week. After a work order is submitted, processing typically requires 24 to 48 hours. Work orders that are submitted but not successfully processed may result in a delay in pay. No invoice is needed; payment details can be reviewed in the Vendor Portal under the Reports tab.

Name & Title: _____

Signature: _____ **Date:** _____

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

Bank Account Name: _____

I/We hereby authorize Imperial Field Services LLC to initiate credit to my (our): (select one)

- ■ Personal Checking Account
- ■ Personal Savings Account
- ■ Business Checking Account
- ■ Business Savings Account
- ■ Any other: _____; indicated below, at the depository Financial Institution named below, and to credit or debit the same from such account. I/We acknowledge that the authority will remain in effect until I have (or either of us has) cancelled it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Financial Institution: _____;

Address on your bank account: _____;

City: _____; State: _____; Zip: _____;

Routing Number: _____; Account Number: _____;

This authorization is to remain in full force and effect until Imperial Field Services has received written notification from me (or either of us) of its termination in such time, and in such manner, as to afford Imperial Field Services and the Financial Institution a reasonable opportunity to act on it.

Name: _____

Signature: _____ **Date:** _____

Be sure to include a voided (cancelled) check from your checking account and/or a statement of account for your savings account, whichever is applicable. The details from the check will be used to verify the account details. The information provided on the voided check or statement must match the written information above.

Please attach the following documents with the email when returning your papers in this packet:

i. Scanned copy of your driver's license
ii. W-9 form filled out and signed with a valid SSN or EIN
iii. Aspen Grove background check number
iv. Aspen Grove profile screenshot showing your full name, ABC number, status and expiration date
v. Certificate of Insurance (general liability, errors and omissions, and workers' compensation if you have employees) with Imperial Field Services LLC named as a certificate holder
vi. Copy of your Social Security card or EIN paperwork
vii. Any other special license that you hold, e.g. roofing, plumbing, HVAC, general contractor, etc.

IMPERIAL FIELD SERVICES LLC SUBCONTRACTOR INFORMATION

Name: _____; Email: _____;

Company Name: _____;

Driver's License Number: _____; Driver's License Expiration Date: _____;

Primary Phone: _____; Work Phone: _____;

Mailing Address: _____; City: _____;

State: _____; ZIP: _____;

Shipping Address: _____; City: _____;

State: _____; ZIP: _____;

SUBCONTRACTOR SERVICE AREA

Please list the names of counties, zip codes or radius you will service (separated by commas):

_____

SERVICES PERFORMED

Grass cut / Shrubs / Tree Trimming	**Y**	**N**
Snow Removal	**Y**	**N**
Winterization / De-winterization	**Y**	**N**
Lock Change	**Y**	**N**
Maid Service	**Y**	**N**
Trash Out	**Y**	**N**
Sales Clean	**Y**	**N**
Mold Treatment	**Y**	**N**
Flooring / Carpet Replacement	**Y**	**N**
Electric Repair	**Y**	**N**
Plumbing Repair	**Y**	**N**
Roofing Repair	**Y**	**N**
HVAC Repair	**Y**	**N**
Occupancy Inspection	**Y**	**N**

Have you performed work for a Property Preservation company before: **Y / N**

SUBCONTRACT AGREEMENT

BETWEEN: Imperial Field Services LLC, a _____ limited liability company, hereinafter referred to as **“Imperial Field Services”**, with its principal office located at:

_____

AND: _____ (the “Subcontractor”), a company organized and existing under the laws of the State of _____, with its head office located at:

_____

For the purpose of this document, Imperial Field Services LLC's work order management system is referred to as the “Vendor Portal”. This agreement shall be construed as if prepared with equal input by both parties and shall not be construed more strongly against either party regardless of who is more responsible for its preparation. If there is a conflict between this agreement and any present or future law, this agreement shall be curtailed only to the extent necessary to bring it within the requirements of the law.

WHEREAS Imperial Field Services desires to retain Subcontractor to perform certain contract work in accordance with various contract documents and specifications and this Agreement; WHEREAS Subcontractor desires to be retained for such services (“Services”) under the terms and conditions herein; NOW THEREFORE, Imperial Field Services LLC and Subcontractor agree as follows:

1. SERVICES

Subcontractor agrees to perform services relating to property maintenance, lawn care, property preservation and property improvements/repairs as set forth on work orders Imperial Field Services submits to Subcontractor. Subcontractor shall determine the method, details and means of performing the services. Imperial Field Services may specify only the results desired in regard to the specified services.

2. RELATIONSHIP

Subcontractor is a self-employed, independent contractor of Imperial Field Services for all purposes. As such, Subcontractor is solely responsible for paying Subcontractor's own taxes. Imperial Field Services will submit a Form 1099 to the IRS reporting how much Subcontractor earned in a given year; however, Imperial Field Services will not withhold or deduct any taxes from payments made to Subcontractor. Any persons Subcontractor employs in connection with the performance of its services will be Subcontractor's employees, and Subcontractor will be fully responsible for them. Subcontractor will be responsible for all acts of its employees and contractors. Subcontractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Imperial Field Services. Subcontractor has no authority (and shall not hold itself out as having authority) to bind Imperial Field Services, and Subcontractor shall not make any agreements or representations on Imperial Field Services's behalf without Imperial Field Services's prior written consent.

3. WORK ORDERS

Subcontractor will be given a Work Order for each project, which will set forth the deadline for each project. Project-specific requests and instructions may be included in the project Work Order. Failure to follow or perform all project-specific requests and instructions included in each Work Order shall be considered a major infraction. It is the responsibility of the Subcontractor to know all specifications to which Imperial Field Services expects each work order to be completed, even if they are not listed on the work order itself. Any Subcontractor-suggested amendments to any work order must be approved in writing by Imperial Field Services before Subcontractor is authorized to perform any additional work.

4. QUALITY CONTROL

Upon completion of a work order, a representative of Imperial Field Services may conduct an in-office (via photos) and/or on-site quality control inspection of the work completed, noting all infractions or deficiencies. In the event of any deficiencies or infractions, upon Imperial Field Services's request Subcontractor will revisit the property and correct the infractions and deficiencies within 24 hours of Imperial Field Services LLC's request.

For each such revisit, Imperial Field Services may charge Subcontractor a $50.00 penalty, which may be deducted from amounts owed to Subcontractor. Regardless of whether Imperial Field Services requests a revisit, Imperial Field Services may deduct such amounts as it reasonably determines are appropriate to compensate Imperial Field Services for any deficiencies or infractions in the work performed, and may charge Imperial Field Services's expenses incurred as a result of any deficiencies or infractions, including costs Imperial Field Services incurs to correct the infractions and/or deficiencies. In the event of inconsistencies between this Agreement and the Work Order, the provisions of the Work Order shall prevail.

5. LABOR SUPERVISION & MANAGEMENT

Subcontractor will supply all labor, tools and equipment required to perform the services under this Agreement. Subcontractor has the sole obligation and responsibility to supervise, manage, direct and perform the projects specified in the Work Orders. Imperial Field Services is committed to complying with the Immigration Reform and Control Act. Subcontractor and all members of Subcontractor's crew must be lawfully permitted to work in the United States. Subcontractor shall indemnify, defend and hold Imperial Field Services harmless for any violations relating to immigration and work residency violations.

6. CONDUCT & SAFETY

The Subcontractor and all crew members shall wear appropriate, non-offensive clothing while performing all work and services. No member of the crew is permitted to be shirtless at any time. All members of the Subcontractor crew shall act professionally and courteously at all times, especially when interacting with a property owner or client of Imperial Field Services. The members of the Subcontractor crew shall refrain from any profanity while on the job site. The members of the Subcontractor crew shall not enter, or request permission to enter, a client residence unless there is prior written approval from Imperial Field Services. Subcontractor shall not solicit any additional work of any kind or any additional payment for work performed from any Imperial Field Services LLC client. Smoking of any kind, alcohol consumption and/or the use of any illegal or controlled substance is strictly prohibited while members of the Subcontractor crew are on the job site. Subcontractor shall adhere to the latest Occupational Safety & Health Administration guidelines, including, but not limited to, the use of any required safety gear, e.g. helmets, goggles, harnesses, etc. Subcontractor shall be responsible for payment of any fines or penalties relating to worksite safety. All crew members must be at least 16 years of age. Children are not allowed to be on site even if a parent is present.

7. COMPLETION, PHOTOS & PAYMENT

A Work Order is not considered complete until all specified work is completed, all tools belonging to the Subcontractor are removed, and the job site is cleared of all work-related waste and trash. Subcontractor is not entitled to any payment unless the Work Order is viewed as fully complete by Imperial Field Services and its clients. Subcontractor is not entitled to partial payment if work was partially complete.

Subcontractor shall prepare and send to Imperial Field Services a detailed digital photo catalogue of each completed Work Order. Each photo should clearly show that it was taken at the property specified in the Work Order by, at minimum, photographing the street sign, house number and front of the home.

Although most Work Orders have specifically required photos, Subcontractor should at minimum take before, during and after photos of each task completed, and the aforementioned photos if applicable. Photos shall be sent by Subcontractor to Imperial Field Services via the Vendor Portal. The Subcontractor shall have no right to payment unless adequate photos have been received by Imperial Field Services via the Vendor Portal and approved by Imperial Field Services and its clients. It is the Subcontractor's responsibility to house all data, including for any lost data submitted by Subcontractor, and Subcontractor may be required to resubmit invoices at no additional cost to Imperial Field Services.

8. PAYMENT DISPUTES & REMEDIES

If Subcontractor has not received payment on an order or was “short paid” (paid less than the total believed due), Subcontractor shall create a dispute in the Vendor Portal under the “Forms & Docs” tab by completing the Pay Dispute Form (if the Vendor Portal was the issuing system). If Subcontractor no longer has access to the Vendor Portal, due to termination of the business relationship or otherwise, Subcontractor must send an email to its account manager stating the Work Order numbers and street addresses for each individual order that was short paid or not paid.

Subcontractor has 15 days from the original payment date to dispute short payments, or 15 days after the expected payment date (30 total days) to dispute any payment. After these time periods, the order payments are closed and no further payments will be issued. Subcontractor waives and releases all claims for payments from Imperial Field Services which are not disputed by Subcontractor within the time frames set forth above, including but not limited to all work/services performed by Subcontractor which pre-date this Agreement.

It is the Subcontractor's responsibility to keep track of the Work Order numbers for each Work Order completed. Any type of payment dispute is evaluated on an individual Work Order basis. Example: if Subcontractor believes it completed 50 Work Orders in a given week but only received payment for 40 Work Orders, it is the Subcontractor's responsibility to let Imperial Field Services know the Work Order numbers for each order it believes it was not paid for. In the event of a dispute as to payment or completion of a Work Order, the Subcontractor agrees as follows: 1) Subcontractor shall not contact the property owner or client of Imperial Field Services; 2) Subcontractor shall not file any liens against the property, and although Subcontractor may have rights under state law to execute and file liens for non-payment of invoices, the undersigned Subcontractor does hereby waive and release any and all lien rights in connection with any work performed or claimed to have been performed on behalf of Imperial Field Services, and Subcontractor agrees to indemnify Imperial Field Services from any lower-tier subcontractors' liens for non-payment of invoices, and Subcontractor agrees that any lower-tier subcontractors of Subcontractor shall waive and release their lien rights by executing the lien waiver form provided by Imperial Field Services; 3) Subcontractor agrees that all payment disputes shall be settled directly with Imperial Field Services and that there shall be no posted complaints by Subcontractor about Imperial Field Services on the internet or any other type of message board; and 4) Subcontractor agrees that any disputes pertaining to invoices shall first be submitted to mediation before Subcontractor initiates any action in a court of law, in which case Subcontractor consents and agrees that any and all litigation shall be filed in the county and state in which Imperial Field Services LLC maintains its principal office. In the event of any court action, the Subcontractor hereby irrevocably waives, to the fullest extent permitted by law, all rights to a jury in any action, proceeding or counter-claim, including but not limited to actions founded in contract, statute, tort, negligence or otherwise relating to this Agreement.

9. PAYMENT TERMS

Imperial Field Services agrees to pay Subcontractor for services rendered and determined complete within 30 days of submission into the Vendor Portal. Subcontractor may be on a pay schedule (weekly, monthly or otherwise) to be paid sooner. Imperial Field Services may establish a course of dealing with Subcontractor for payment on a weekly basis or otherwise; however, in no event shall any course of dealing establish an obligation for Imperial Field Services to pay Subcontractor for services rendered and determined complete any sooner than within 30 days of submission into the Vendor Portal.

10. INSURANCE

Subcontractor shall maintain at its own expense during the term of this Agreement such insurance policies covering the products and services to be provided as Imperial Field Services reasonably requests, but regardless of whether Imperial Field Services so requests, Subcontractor will maintain the following insurance:

1. Commercial General Liability Insurance in the amount of $1,000,000 per each occurrence or claim, with Extended Property Damage Coverage in the amount of $50,000 per each occurrence or claim for personal property in the care, custody or control of Subcontractor, occurring as a result of Subcontractor's operations. If coverage is provided under a claims-made form, any retro date on such coverage shall be no later than the date Subcontractor first provides services to Imperial Field Services.

2. If vehicles, automobile liability insurance covering any such owned or non-owned vehicles with limits of at least $100,000 per person / $300,000 each accident.

Additional Obligations:

A. Subcontractor's policies will be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by Imperial Field Services.

B. Subcontractor and its insurance carriers shall waive subrogation with respect to any Workers' Compensation and Commercial General Liability policies.

C. Coverage under the Commercial General Liability policy and, if required, any E&O Liability policy, must remain in force for a minimum of 12 consecutive months after the conclusion of services under this agreement.

D. Thirty (30) days' written notice will be given to Imperial Field Services prior to cancellation, non-renewal or material reduction in limits of any insurance policy.

E. Prior to commencing work under this agreement, and within 10 days of each subsequent policy renewal, Subcontractor's insurers or their authorized representatives shall provide Imperial Field Services with Certificates of Insurance evidencing that all coverage and policy endorsements required under this agreement are maintained in force. With respect to any E&O coverage, the certificates must indicate that the coverage applies to mortgage field services operations and also show any policy retroactive date. Imperial Field Services has the right, but not the duty, to receive certified copies of any required insurance policy and to verify that the coverage provided meets the standards set forth herein.

Subcontractor must ensure that all lower-tier subcontractors meet the insurance requirement minimums as specified in this Agreement. Nothing in the insurance requirements section will be construed as limiting the Subcontractor's (or any lower-tier subcontractor's) liability to Imperial Field Services or a third party. Subcontractor agrees to hold Imperial Field Services harmless and defend and indemnify Imperial Field Services for any and all claims arising out of Subcontractor's performance under this Agreement or any Work Order, including any claims for injury, disability or death of Subcontractor or Subcontractor's employees or lower-tier subcontractors. Subcontractor further agrees to indemnify, defend and hold Imperial Field Services harmless from any and all claims arising from any negligent act or omission by Subcontractor or Subcontractor's employees or lower-tier subcontractors, including claims of third parties.

11. INTELLECTUAL PROPERTY

Imperial Field Services is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the services performed under this Agreement (collectively, the “Deliverables”), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein. Subcontractor agrees that the Deliverables are hereby deemed a “work made for hire” as defined in 17 U.S.C. § 101 for Imperial Field Services. If, for any reason, any of the Deliverables do not constitute a “work made for hire,” Subcontractor hereby irrevocably assigns to Imperial Field Services, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Upon Imperial Field Services's request, Subcontractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Imperial Field Services to prosecute, register, perfect, record or enforce its rights in any Deliverables. If Imperial Field Services is unable, after reasonable effort, to obtain Subcontractor's signature on any such documents, Subcontractor hereby irrevocably designates and appoints Imperial Field Services as Subcontractor's agent and attorney-in-fact, to act for and on Subcontractor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other intellectual property protection related to the Deliverables with the same legal force and effect as if Subcontractor had executed them. Subcontractor agrees that this power of attorney is coupled with an interest.

12. CONFIDENTIALITY

To the extent that, in connection with this agreement, Subcontractor comes into possession of any proprietary or confidential information of Imperial Field Services or of Imperial Field Services LLC's clients, or discloses any other proprietary or confidential information of a third party to Subcontractor (collectively, the “Confidential Information”), Subcontractor agrees to use such Confidential Information solely for the purposes of the applicable Work Order and not to disclose such Confidential Information to any third party without the prior written consent of Imperial Field Services. The terms of this Agreement, the Imperial Field Services software system, client information and lists, information about the properties serviced by Imperial Field Services, and all information pertaining to Imperial Field Services LLC's business operations and strategies, pricing, marketing, finances, sourcing, personnel or operations, shall all be considered Confidential Information. Confidential Information does not include any information that is or becomes generally available to the public other than through a breach of this Agreement.

13. PERFORMANCE

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Subcontractor without prior written consent of Imperial Field Services. Imperial Field Services agrees to comply with all reasonable requests of Subcontractor necessary for the performance of Subcontractor's services to be performed under this Agreement. Imperial Field Services agrees to pay Subcontractor for services in accordance with the description of services and compensation schedule established by the parties and incorporated herein by reference (the “Pricing Schedule”).

14. BACKGROUND CHECKS

Subcontractor will be required to have an annual background screening by Aspen Grove Background Check (ABC), an independent third-party agency specializing in both social and criminal reporting. Failure to submit the background screen will result in immediate termination of the subcontract agreement. Further, Subcontractor is responsible for obtaining background checks on all of its employees and subcontractors and maintaining up-to-date files with this information.

15. TERMINATION

Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving written notice to the other party.

This Agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party.
2. Death or dissolution of either party.
3. Assignment of this Agreement by Subcontractor without the consent of Imperial Field Services.

16. ARBITRATION

Any and all disputes or claims between Imperial Field Services and the Subcontractor arising out of this Subcontract shall be resolved by binding arbitration according to the applicable Rules of Arbitration in the State of _____. In so agreeing, the parties expressly waive their right to a jury trial, if any, on these issues and further agree that the award of the arbitrator shall be final and binding upon them as though rendered by a court of law and shall be enforceable in any court having jurisdiction over the same.

17. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way. This Agreement shall be governed and construed in accordance with the laws of the State of _____.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, both oral and written, between the parties with respect to the rendering of services by Subcontractor for Imperial Field Services and, together with the Work Orders and Pricing Schedule, contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

19. GOVERNING LAW AND RULES OF CONSTRUCTION

The validity, interpretation and performance of this Subcontract shall be governed by the laws of the jurisdiction where the Project is located or the laws of the State of _____, as chosen by the parties. Titles, captions or headings to any provision, article, etc. shall not limit the full contents of the same. These articles have the full force and effect as if no titles existed.

This contract shall be binding upon and inure to the benefit of the respective successors, assigns, representatives and heirs of the parties herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUBCONTRACTOR	IMPERIAL FIELD SERVICES LLC
_____	_____
Signature:	Signature:
Date:	Date: